



**FLORES | TAWNEY | ACOSTA P.C.**  
Injury & Employment Attorneys

**El Paso Office:**  
906 N. Mesa St., 2<sup>nd</sup> Floor  
El Paso, TX 79902  
Phone: (915) 308-1000  
Facsimile: (915) 300-0283

**Web:**  
<https://ftalawfirm.com>

**Las Cruces Office: \***  
1485 N. Main St., Suite B  
Las Cruces, NM 88001  
Phone: (575) 222-1000  
Facsimile: (575) 652-4752

*\*Principal Office*

*All attorneys licensed to practice law in New Mexico and Texas.*

**Carlsbad Office:**  
102 W. Hagerman St., Suite D  
Carlsbad, NM 88220  
Phone: (575) 222-1000  
Facsimile: (575) 652-4752

July 20, 2021

**PERSONAL AND CONFIDENTIAL**  
**FOR SETTLEMENT PURPOSES ONLY**

Clara B. Burns  
Jose A. Gonzalez  
KEMP SMITH LLP  
PO Box 2800  
El Paso, TX 79999

**Via email:** [Clara.burns@kempsmith.com](mailto:Clara.burns@kempsmith.com) and [Abe.gonzalez@kempsmith.com](mailto:Abe.gonzalez@kempsmith.com)

Re: *Gracie Gomez-Meeker et al v. Walmart, Inc.*; State of New Mexico Dona Ana  
County Third Judicial District Court; Cause No. D-307-CV-2020-01556

Dear Counsel:

We know the full extent of Mr. Meeker damages and he is ready to move forward with settlement discussions. In that regard, this letter contains our client's time limited one-time settlement demand for full resolution of his claims against your insured, Wal Mart, arising out of the **March 1, 2019** termination. This correspondence is a protected and privileged communication pursuant to Rule 11-408, NMRA. No portion of this communication may be disseminated or distributed to any person or entity other than its intended recipient without our express written consent.

**A. LIABILITY**

There is absolutely no issue as to the disparate treatment and discrimination in this case. On or about November 2018, Jake Russell Meeker began working for Defendant Walmart Inc., and has worked in the following positions: Cart Pusher. Throughout Jake Russell

**Exhibit A**

Meeker's tenure with Defendant, he received favorable periodic evaluations, and he did not receive any written or verbal complaints.

In NMHRB's Determination of No Probable Cause it is duly noted that Plaintiff's guardian Gracie Gomez-Meeker reported disparate treatment based on his disability. This treatment included how and when he could take his breaks.

Plaintiff's Guardian Gracie Gomez-Meeker further complained that Plaintiff's reporting of the disparate treatment resulted in retaliation. Other cart pushers were permitted to take breaks, while Jake Russell Meeker was not afforded the same opportunity.

In December 2018 Plaintiff's Guardian Gracie Gomez-Meeker spoke to Chenoa Archuleta ("Archuleta") to remind her of Jake Russell Meeker's disability. To this she responded that she did not need to be reminded of his disability.

In January 2019, just one month later, Archuleta threatened to write Jake Russell Meeker up. While Plaintiff's guardian Gracie Gomez-Meeker again spoke to Archuleta about the disparate treatment Archuleta replied that she had no knowledge of disparate treatment despite having spoken to her about it.

Customer Service Manager, Jasmine yelled at Jake Russell Meeker about the manner and timing of the other cart pushers took breaks, called him a "stupid white bitch. slow lazy cart pusher". Jasmine then struck Jake Russell Meeker on the butt and said "Walmart should not hire retarded people".

Plaintiff's guardian Gracie Russell Meeker requested that Plaintiff be transferred to the grocery department as a stock person. Jake Russell Meeker could not tolerate this treatment anymore and submitted a two weeks notice of resignation on February 19, 2019 with a constructive discharge date of March 3, 2019.

## **B. DAMAGES**

On March 1, 2019, Jake Russell Meeker was terminated.

At the time of the incident, Plaintiff was making \$11.00 per hour and working 38 hours per week. Due to his damages, Plaintiff has not been able to work for 2 years and 4 months (28) months:  $\$11.00/\text{hour} \times 38 \text{ hours/week} \times 4 \text{ weeks/month} \times 28 \text{ months} = \$46,816$  in lost wages.

Plaintiff has a loss of earning capacity of  $\$418 \text{ per week} \times 52 \text{ weeks per year} = \$21,736 \text{ per year} \times 45 \text{ years until the retirement age of } 70 = \$978,120.00$  of lost earning capacity.

## **C. DEMAND:**

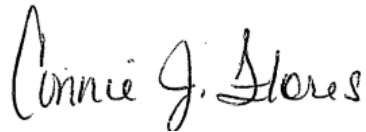
In an effort to resolve her claims without the need to continue formal litigation, my client hereby makes a full and final settlement demand in the amount of **\$74,500.00**. This is a time limited settlement demand and requires a response by August 3, 2021. Should we not hear from you by August 3, 2021, we will be forced to move forward with formal litigation.

Please make check payable to “Flores, Tawney & Acosta P.C.”, her attorneys and “Sandra Acosta”. Our firm’s tax ID No. is 81-0905984. Although we don’t know of any, Ms. Acosta will pay any and all outstanding liens (medical, hospital or otherwise) from the proceeds of the settlement and will agree to indemnify your insured from any claims related to medical, hospital, and other bills.

Should you require any further information to appropriately evaluate this demand, please request such specific information in a sufficiently timely manner to allow your response by the filing of a lawsuit, and we will move forward accordingly.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Connie J. Flores". The signature is written in a cursive, flowing style.

**CONNIE J. FLORES**

*Attorney at Law*